

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code Firm-Fixed-Price	Page 1 Of 16
2. Amendment/Modification No. 12		3. Effective Date 2007JUN11	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHLA JASON VANLUVEN (586)574-7175 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: MM EMAIL: JASON.VANLUVEN@US.ARMY.MIL		Code W56HZV	7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA - YORK PO BOX 15512 YORK PA 17405-1512 SCD C PAS NONE ADP PT HQ0337	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS LAND & ARMAMENTS INC. 1100 BAIRS RD YORK, PA 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.			9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. W56HZV-05-G-0005/0001 10B. Dated (See Item 13) 2005MAR31	
Code 06085	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA	

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual agreement of the parties	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) DENISE MIKA DENISE.MIKA@US.ARMY.MIL (586)574-7076	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2007JUN11

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

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SECTION A - SUPPLEMENTAL INFORMATION

SECTION A - SUPPLEMENTAL INFORMATION
W56HZV-05-G-0005
Modification 12

1. The purpose of this modification is to incorporate a corrected Part Number into Section H: Paragraph H.4.1. Part Number 13385234-3S1 Hinge Support is hereby changed to 12385234-3S1 Hinge Support.
2. This modification will also hereby change the Acceptance designation for this Delivery Order 0001 from Destination to Origin for CLIN 0001AA, Quantity 52 each, and CLIN 0002AA, Quantity 3 each.
3. Finally, this modification will incorporate the omitted Part Number 4250710-GFM, LCU Mounting Assembly to Attachment 0001 for the A3 BFIST vehicles, as well as add the "Raytheon BELRF Boresight Retention Clause" to this contract under section C.27 and C.27.1.
4. There is no change in the net value of this contract as a result of this modification.
5. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0017 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>52</p> <p>NOUN: ARMORED RECONNAISSA PRON: 725022VE72 PRON AMD: 04 ACRN: AA AMS CD: 31102897002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W80KTY5076D002 Y00000 M 1 PROJ CD BRK BLK PT GBB DEL REL CD QUANTITY DEL DATE 001 52 07-JUN-2007</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-05-G-0005/0001</p>	52	EA	\$ 2,153,876.310	\$ 112,001,568.12
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>3</p> <p>NOUN: ARMORED RECONNAISSA PRON: 724103AV72 PRON AMD: 02 ACRN: AB AMS CD: 31102897002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	3	EA	\$ 2,150,831.000	\$ 6,452,493.00

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
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C.1 GENERAL REQUIREMENTS

C.1.1 The Contractor shall furnish all supplies and services that are necessary to accomplish this contract for A3 vehicles as set forth in Section B, or elsewhere in the contract. The contractor shall provide all technical support as required to include, but not limited to, assisting manufacturing understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, liaison with STS Contractor design personnel, and maintaining Technical Data required to manufacture the vehicle systems and equipment under this contract. The Government will provide in a timely manner the materials listed in Attachment 1 - Government Furnished Items, to assist in the build of A3 vehicles required under this contract.

C.1.2 The contractor shall provide failure free vehicles through the hand-off. (C.15)

C.1.3 It is recognized that there are A3 performance specification requirements for which full compliance has yet to be demonstrated through vehicle testing, but for which full compliance is anticipated. These include the specification requirements listed below. in the event that subsequent testing, if required, fails to demonstrate full compliance, such requirements shall be addressed in future specification notices, deviations, or waivers. In such cases, the contractor shall not be required to provide any consideration to the Government in exchange for processing and approval of these documents.

- a. 3.1.2.2.1 External Target Handoff

C.2. VEHICLE TEARDOWN MIX - STARTING CONFIGURATION

C.2.1 The Government shall provide to the Contractor a mix of M2A2 or M3A2 vehicles designated below to be used in the build/remanufacture of Bradley A3 vehicles under this contract.

- M2A2 Vehicles - 348
- M3A2 Vehicles - 102

BRADLEY A3 VEHICLE REQUIREMENTS

C.3 VEHICLE REMANUFACTURE REQUIREMENTS

C.3.1 M2A2 vehicles shall be torn down and manufactured in accordance with the latest version as of contract award of RM87T0010-R2 for vehicles A2 to A3, or RM87T0010-R4 for vehicles A0 to A3, and the latest version of the Performance Specification for Infantry Fighting Vehicle (M2A3) and Cavalry Fighting Vehicle (M3A3) 19207-12465518, Rev B, dated January 20, 2004. The Performance Specification for M2A3 vehicles is Attachment 2 to the contract.

C.3.1.1 The Contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for Contractor controlled drawings as required for production of the M2A3 vehicles.

C.3.2 M3A3 vehicles shall be manufactured in accordance with RM87T0011-R12 for vehicles A2 to A3 and the latest version of the Performance Specification for Infantry Fighting Vehicle (M2A3) and Calvary Fighting Vehicle (M3A3) 19207-12465518, Revision B, dated January 20, 2004. M3A3 BFIST vehicles shall be manufactured in accordance with RM 12466201-R12 for vehicles A2 to A3, and the M3A3 Bradley Fire Support Vehicle Fire Support Functionality, the Performance Specification, which is Annex 10 to the M3A3 Performance Specification dated 20 January 2004.

C.3.2.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M3A3 vehicles.

C.3.3 The contractor shall comply with the interface standards contained on Future Battlefield Combat Brigade and Below (FBCB2) Platform Software Interface Control Document (ICD) JV1F01011, REV E-1 dated 29 April 2002.

C.4 TURRET DRIVE SYSTEM

C.4.1 Used Government-owned Turret Drive Systems (TDS) shall be provided as GFM to the contractor for remanufacture. They are located at the contractor's Fayette County site or at Red River Army Depot (RRAD). The contractor shall be responsible for shipment of the TDS.

C.4.2 Turret Drive System. The contractor shall remanufacture the government owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the A3 TDS configuration in accordance with the latest version of BRADLEY FIGHTING VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5299 created by General Dynamics. A copy of this document is in the possession of both parties. The contractor shall provide new Turret Drive Control Units (TDCUs) PN 12976373.

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C.5 A3 ENHANCEMENTS

C.5.1 All vehicles shall be delivered with the following enhancements/upgrades:

- a. Transmission EA
- b. Common INU SW/HW Cable Changes
- c. VDMS and Fault Updates
- d. Compatibility Checking
- e. TPU Bit
- f. TPU II
- g. TDCU Redesign
- h. Common INU HW
- i. CMED
- j. Block I CIV
- k. Block I IBAS

C.6 PROJECT MANAGEMENT

C.6.1 Contractor Cost Data Reporting. The Contractor shall submit the following reports in accordance with DOD 5000.2-R and AMCP715-8, Contractor Cost Data Reports (CCDR). The report may be submitted in Contractor format.

- DD1921 Cost Data Summary Report (CDRL A001, DI-F-6006)
- DD1921-1 Functional Cost Hour Report (CDRL A002, DI-F-6007)

C.7 PAINT REQUIREMENTS

C.7.1 Bradley vehicles delivered under the contract shall be painted Tan 686.

C.8 VEHICLE SERIALIZATION REQUIREMENTS

C.8.1 The Contractor shall maintain a vehicle serial numbering system as listed below and in accordance with the Contractor's current practice. The contractor shall provide to the Government the new numbers and their corresponding vehicle when the numbers are assigned. The remanufactured vehicles data plates and the existing vehicle serial number on the flange final drive/horse collar shall be modified accordingly.

- a. M2A3 sequentially beginning with number 2AGR0505Y
- b. M3A3 sequentially beginning with number 3AGR0142Y
- c. M3A3 BFIST sequentially beginning with number 7AGR0079Y

C.9 CLASS I/II OZONE DEPLETING SUBSTANCES (CIODS)

C.9.1 The contractor is prohibited from using any of the specifications, standards or substances requiring the use of CLASS I or CLASS II Ozone Depleting Substances during the manufacture of vehicles unless a Government certification for use is granted. The following CLASS I/CLASS II Ozone Depleting Substances have been approved for use under this contract. The approval(s) does not waive any other law, regulation, requirement or criteria relating to the use of the CIODS the Contractor may be required to comply with.

- a. Halon 1301

C.10 DATA REQUIREMENTS AND REPORTS

C.10.1 The Contractor shall prepare technical data and/or reports in the format and scope specified in the applicable Data Item Description (DD forms 1664), or as described elsewhere in the contract. The required information shall be furnished to the Government in accordance with the requirements of the Contract Data Requirements List (DD Forms 1423) or as specified in the contract. The Contract Data Requirement Lists (CDRLs) are at Exhibit A.

C.10.2 All data and reports shall be submitted by e-mail or other electronic means acceptable to the Government. Proprietary data/export control data submitted by the Contractor may be submitted via a computer disk.

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C.11 WAIVERS AND/OR DEVIATIONS

C.11.1 Applicable waivers and deviations approved for vehicles under this contract are listed at Attachment 4.

C.12 HAZARDOUS MATERIAL MANAGEMENT PROGRAM

C.12.1 The Contractor shall maintain a listing of Material Safety Data Sheets identifying all hazardous material required for operating, storing and sustaining the vehicle and its support items. The Contractor shall immediately make the list available to the Government, if requested.

C.13 CONFIGURATION MANAGEMENT

C.13.1 Configuration Management System. The Contractor shall operate and maintain a configuration management (CM) and control system throughout the period of performance of this Contract per United Defense's CM plan. Any change to the CM plan must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes. Copies of all changes shall be provided to the PCO in the form of a revised CM plan. If there are discrepancies between the CM Plan and the requirements / provisions of this contract, the contract requirements / provisions shall prevail.

C.13.1.1 The Government reserves the right to review contents and verify the accuracy of the Contractor's configuration control system at any time during the Contract.

C.13.2 Product Configuration Identification. All performance/product specifications, product drawings, CAD drawings/models, approved changes, Remanufacture documents, software documentation used for design and production of a vehicle and training devices shall constitute the Product Configuration Identification (PCI) for that system.

C.13.3 Rights to Technical Data. All PCI data created or obtained from this or previous Contracts for use in the performance of the work designated by the Government shall be available with unlimited rights as described in clause 252.227-7013 (Defense Federal Acquisition Regulation). The Government shall have access to such data at all times.

C.13.3.1 Technical data generated for this contract shall be adequate for competitive acquisition. Any changes developed under this contract shall include all activities through incorporation of changes into the drawing package. Deliveries of any drawings/TDPs unless specified otherwise shall be made under the Bradley Systems Technical Support (STS) contract. All new drawings shall be prepared as Computer Aided Design (CAD) drawings.

C.13.3.2 The Contractor shall not, to the best of their ability, attempt to prepare data for components or items for which Government released data exists.

C.13.4 Design Constraints. The PCI baseline for the start of this contract is represented by the following:

a. The M2A3/M3A3 baseline shall be represented by the latest revision as of contract award of drawing RM87T0010, plus applicable drawings contained in the latest version of the UDLP Production Drawing List, plus all ECPs and EOs listed in Attachment 5.

b. The M3A3 BFIST baseline shall be represented by the latest version as of contract award of drawing RM12466201, plus applicable drawings contained in the latest UDLP Production Drawing List, plus all ECPs and EOs contained in Attachment 5.

C.13.4.1 For the categories of Contractor-controlled changes set forth below, the Contractor shall provide notification/documentation for approval to the Government. The categories are:

C.13.4.1.1 Replacement of any support item with another item. This constraint applies only to changes affecting interchangeability. Items that fall into this category are:

- a. Repair and Spare Parts
- b. Repair Kits
- c. Tools/Support Equipment/Training Devices

C.13.4.1.2 Changes which impact MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).

C.13.4.1.3 Changes which impact testability.

C.13.4.1.4 Interface Control Documents and DSESTS LRU test strategy reports. DSESTS LRU test strategy reports required for A3 only.

C.13.4.1.5 Changes in the remanufacture process utilizing a remanufactured part in place of a new part.

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C.13.4.2 The Government will provide written notification to the Contractor within twenty (20) working days of a documented submission (notification to approve a change) of its (1) nonconcurrence or (2) an estimated date when a decision will be rendered. If the Government does not respond within the twenty (20) day period, the notification is considered approved.

C.13.5 The Contractor shall coordinate change concurrence with Design Authority for any PCI data not under their custodianship.

C.14 CONTRACT QUALITY SYSTEM/PRODUCT ASSURANCE PROGRAM PLAN

C.14.1 The Contractor shall implement and maintain a Quality System, as defined by the Product Assurance Program Plan (PAPP) (Attachment 6) dated 9 December 2004, that ensures compliance to the contract requirements. Changes to the plan require Procuring Contracting Officer (PCO) approval. If there are discrepancies between the plan and the requirements/provisions of the contract, the contract requirements shall prevail.

C.15 HANDOFF REQUIREMENTS

C.15.1 Fielding. The contractor shall provide fielding support in accordance with their Material Fielding Agreement (MFA) in effect at time of award. Any changes to the MFA must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government. Copies of all changes shall be sent to the PCO and the ACO in the form of a revised MFA. If there are discrepancies between the MFA and the requirements/provision of this contract, the contract requirements/provisions shall prevail.

C.15.2 Vehicle Acceptance. The contractor is responsible for providing vehicles meeting the requirements of the performance specification. The final Material Inspection and Receiving Report (DD Form 250) will be signed upon Government acceptance at the fielding or test site. For test vehicles, the DD Form 250 will be issued following test. The maximum duration of each Follow-on Production Test (FPT) is estimated to be four (4) months and the maximum duration of each Extended Follow-on Production Test (EFPT) is estimated to be eight (8) months. If the tests are not completed within these timeframes and no vehicle performance issues have been encountered (reference paragraph C.24), then the DD Form 250 will be executed by the PCO prior to completion of the test.

C.15.3 Issuance Date. The contractor shall continue to support and repair/correct the vehicle through the issuance data. On the issuance date, the gaining unit shall be provided access to the vehicle to begin Operator New Equipment Training (OPNET) and complete initial Preventive Maintenance Checks and Services (PMCS), during which time the Contractor shall not be liable for injury to soldiers unless due to negligence on the Contractor's part.

C.15.4 Coordination for facilities, support equipment and any other Government required actions needed by the Contractor to meet the final acceptance of vehicles by the gaining unit will be accomplished jointly by the Contractor and the Government (to include the gaining unit) as an action taken during the normal new material introductory briefing process, which occurs 360, 180, and 90 days prior to the actual handoff.

C.16 STANDARD GFM DISPOSITION INSTRUCTIONS - FAYETTE

C.16.1 The contractor shall dispose of/ship parts or assemblies/subassemblies in accordance with the Standard GFM Disposition Instructions, which will be provided at a later date. The contractor is authorized to scrap material, which will not be reported through the normal plant clearance procedures and will be sold separately as scrap and proceeds returned to:

Finance and Accounting Division
U.S. Army Tank-automotive and Armaments Command
ATTN: Disbursing Branch (AMSTA-EFD)
Warren, Michigan 48397-5000

C.16.2 The contractor, in accordance with current maintenance management update, shall prepare DA Form 2407/407-1 or DA Form 5504 for each remanufactured vehicle and for the application of each modification.

C.16.3 It is recognized by the parties that costs for the packaging, handling and transportation of materials to be shipped listed in accordance with the Standard GFM Disposition Instructions (except for items to be scrapped) have been excluded from the price of this contract.

C.17 GOVERNMENT MATERIAL REPORTING

C.17.1 The contractor, upon receipt of Government owned assets will perform an inventory (with DCMC oversight/guidance) and inspection within ten (10) working days. Contractor shall provide notification of receipt to the Government in Contractor format as guidance, described in DI-MGMT-80389A, and Report of Government Furnished Material, described in DI-L-10331, CDRL A006. These two requirements may be submitted as a single report.

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C.17.2 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the Contractor on an as needed basis when GFM is received which does not agree with information on the shipping document, and when vehicles are found to have transportation damage. This report will be in the format described in DID DI-MGMT-80503 and CDRL A004.

C.17.3 A GFM Consumption Report shall be provided in accordance with CDRL A005.

C.18 TRANSPORTATION OF WEAPONS

C.18.1 Solely for purpose of transporting of weapons with the vehicles, the weapons shall be considered Government Furnished Property. The parties to this contract acknowledge that Government owned weapons (25MM guns) are provided to United Defense under this contract for the purpose of remanufacturing the gun to an enhanced configuration. United Defense agrees and acknowledges that the re-manufactured guns shall be treated as a contractor furnished item for all purposes except for vehicle transportation.

C.19 STORAGE OF MATERIAL FOR THIS and/or FUTURE CONTRACTS

C.19.1 The contractor has acquired at the direction of the Government material listed below due to potential obsolescence of the item/material. The contractor agrees to store these items under this contract and future contracts, until such times as the items are required to support current/future contracts or until such time as the Government gives disposition instructions.

C.19.2 All Contractor acquisition costs including any material costs and/or costs for storage of these items were included in the price of the prime contract the items were acquired under. These prime contracts are listed after the item below. Fee/profit was not included in the negotiated price, therefore the Contractor has the right to include fee for any item used on this contract or future contracts.

C.19.3 The material shall be treated as contractor furnished material when used under any United Defense-US Government prime contract. The Government reserves the right to take possession of the item(s) at any time. The contractor shall not use the item(s) listed below on this contract or any other contract without expressed written authorization by the PCO for this contract. If such an authorization is made prior to award of a contract, the initial contract price shall include an adjustment for fee. When the authorization is made following an award of a contract, the contract shall be adjusted for an equitable adjustment of the fee.

C.19.4

Quantity		Item	P/N	Contract Acquired Under	Current Accountable Under
a) 700	Each	SIPEX Computer Chip	HS9342B	DAAE07-00-C-M002	DAAE07-01-C-M016
300	Each	SIPEX Computer Chip	HS9342B		DAAE20-02-G-0004

Note: The Government authorizes UDLP to transfer Government Furnished Material (GFM) SIPEX chips (P/N HS9342B) as available from DAAE07-01-C-M016 to Delivery Orders issued against BOA W56HZV-05-G-0005. This transfer will be done at no additional cost to the Government. The Government will provide all Sipex Chips or replacement chips as GFM.

b) 2,200 Each	Intel 2MB Flash Memory	12900710/DT28F016SA-100	DAAE07-95-C-X030
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Note: Contractor has authority to use A3 vehicle sets under this contract of items (a) and (b) above as available.

C.20 ENGINES

C.20.1 Subsequent to the vehicle tear-down, the engines will be remanufactured and reinstalled into the remanufactured vehicles.

C.20.2. The contractor shall remanufacture the Government owned 600 HP VT903-600T engines. The engines shall be remanufactured to the latest White Smoke Reduction configuration, with the new spring coupler design, and shall meet performance specifications established by Cummins Engine Company, Incorporated, for the Cummins Recon Engine Program.

C.20.2.1 The Government recognizes that the contractor has a subcontract for the remanufacture of engines. This agreement is a commercial contract. The parties to the contract acknowledge that components used to remanufacture and/or manufacture new engines are exempt from the General Provision of the contract entitled "Preference for Domestic Specialty Metals (Alt 1)." The contractor shall pass through to the Government any engine warranty provided by its subcontractor.

C.21 TRANSMISSIONS

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C.21.1 Subsequent to vehicle tear-down, the transmissions will be remanufactured and reinstalled into the remanufactured vehicles.

C.21.2 Transmissions. The contractor shall remanufacture the Government-owned HMPT 500 RX Series Transmissions. The transmissions shall be remanufactured to the HMPT 500-3ECB configuration (PN 12446500) in accordance with the "BFV ECB TRANSMISSION - REMANUFACTURE TEARDOWN AND UPGRADE REQUIREMENTS, P/N 12446500" document number 328A5298C, approved by ECP FOMU8871 on 30 September 2004.

C.22 MEETINGS AND MEETING MINUTES

C.22.1 The contractor shall be responsible for providing meeting minutes for the life of the Delivery Order for joint Government-Contractor meetings, such as Joint Program Reviews and Management Reviews. The minutes may be submitted in Contractor format. The contractor shall provide a copy of the minutes to each attendee, CDRL A003, that provides an electronic address at the meeting. Additional copies shall be provided to the PCO and ACO.

C.23 OBSOLESCENCE

C.23.1 The contractor shall have sole responsibility for the screening and subsequent replacement and or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This shall include all components and parts under this contract to include parts that are common with other systems. This effort is limited to parts availability/obsolescence issues that directly impact the Contractor's ability to build vehicles under this contract and does not include effort to address identified issues that only impact future contracts. The Contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of this contract.

C.24 SYSTEM PERFORMANCE RESPONSIBILITY

C.24.1 The contractor shall meet all the performance requirements of the A3 System Specification (provided as Attachment 2). The Government's means of evaluating the vehicle performance will be through the Final Inspection Record (FIR), vehicle control tests, the Follow-on Production Test (FPT) and the Extended Follow-on Production Test (EFPT).

C.24.2 Follow-on Production Testing/Extended Follow-on Production Testing (FPT/EFPT). FPT/EFPT shall be performed on selected vehicles in accordance with Appendix A of the Product Assurance Program Plan. The contractor is responsible to meet the performance specification and for correcting all critical and systemic shortcomings discovered through these tests.

C.24.3 The contractor is authorized to obtain test support/services at DOD rates from Government Testing installations as government furnished services.

C.25 DEMILITARIZATION

C.25.1 Items called out under this contract are classified as military items. Therefore, the following instructions for the disposal of completed or partially completed parts, assemblies, subassemblies, and end items apply. Property (whether title to the property is with the Government or not and including parts, components, subassemblies and assemblies) covered by this contract for which the contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of the contract, but which is manufactured, fabricated, assembled or produced in connection with items covered by this contract will be completely destroyed or mutilated (whichever is prescribed) so as to be nonreclaimable for its original purpose and to preclude the possibility of reconditioning to make it saleable as an implement of war.

C.25.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or Fed Log.

C.25.3 Demilitarized items shall be destroyed at the contractor's facility by the contractor. No item demilitarized shall be disposed of by the contractor other than as scrap. If there is a discrepancy between the requirements of this clause and the Standard Disposition Instruction of the contract, this clause shall take precedence.

C.25.4 This clause shall be included in all applicable subcontracts.

C.25.5 Demilitarization items under this contract are as follows:

a) Profile Gear Final Drives

C.26 USE/ACCESS TO GOVERNMENT SUPPLY SYSTEM

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C.26.1 The contractor may use the Army Electronic Procurement System (AEPS) for placing/cancelling requisitions and for checking status of the same for this contract. In the event this system is unable to meet the contractor's needs, the Contractor may order through the ILSC (the Management Control Activity (MCA) office or the Item Manager). Upon receipt of a Contractor's requisition, the TACOM ILSC will process a valid requisition within five business days after receipt of Contractor's payment for a TACDOM-managed item. If the valid requisition is not processed by the ILSC within five business days or if the material is placed on back order without a delivery date promise that meets BAE's requirements, the contractor will contact the TACOM ILSC prior to cancelling outstanding orders and placing an order through the contractor's internal system.

C.26.2 The Contractor is hereby authorized to requisition the following item(s) to meet the requirements of this contract:

<u>Item</u>	<u>NSN</u>	<u>Quantity</u>
Laser Shutter	5855-01-462-8522	32 ea.
Circuit Card Assembly	5998-01-462-9833	32 ea.
Transceiver Assembly	1240-01-444-6571	32 ea.
Cable Assembly	6150-01-475-7993	32 ea.
Power Supply	6130-01-444-2946	32 ea.
Backplane Assembly	5998-01-485-3488	40 ea.

C.26.3 Payments remitted by BAE for parts orders will be processed by the TACOM AWCF Directorate, either through (i) MIPR provided by the contracted depot (preferred method), (ii) hard copy checks forwarded through the PCO, or (iii) through Electronic Funds Transfers (EFPTs) in the event that an account is set up specifically for orders under this Contract. The Contractor shall submit acknowledgement of receipt of material received, via e-mail message, to the supporting MCA office (TACOMMCA@tacom.army.mil). The notification shall include the following information: NSN, unit of issue; quantity received; document number received; data material received.

C.27 RAYTHEON BELRF BORESIGHT RETENTION CLAUSE WAIVER*

C.27.1 The parties agree that the Raytheon BELRF has a known temperature-related performance issue. The Government has issued a waiver in the past allowing an RSS (Az and El) alignment shift of 400 urad across the extremes of operating temperature range. This waiver shall be applied to the Raytheon BELRFs supplied under this (FY07) contract also. The parties agree that BAE Systems accepts no responsibility for this performance shortfall and the current contract does not include any requirement to correct it. The negotiated price assumes that BAE Systems' delivery schedule or prices from the Raytheon BELRF supplier will not be impacted. Any additional costs incurred by BAE Systems due to the failure of Raytheon BELRFs to meet alignment retention over temperature range requirements (e.g. due to unit fall out, rework costs, unit price increases, impact of Raytheon BELRF delivery delays, etc.) will be recognized as a proper basis for equitable adjustment of BAE Systems' contract price.

* Clause incorporated per Modification 12

*** END OF NARRATIVE C0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ESSENTIALITY/MATERIALITY OF DELIVERY SCHEDULE

H.1.1 For purposes of the Performance Based Payments clause, it is agreed and understood that the vehicle fielding and data delivery schedules is a material requirement of this contract. The Government may reduce or suspend payments in the event the Contractor becomes delinquent in deliveries or where it is evident that delivery will not be timely because of the Contractor's failure to make progress.

H.2 MATERIAL REQUIREMENTS

H.2.1 In accordance with FAR 52.211-5 of this contract entitled Material Requirement, the used, reconditioned or remanufactured materials listed in Attachment 8 to the contract entitled "Approved Used, Reconditioned or Remanufactured Material" have been approved for use under the contract.

H.3 DATA RESPONSIBILITY

H.3.1 Recognizing that a visual review by the Government of data delivered or released under this contract may be insufficient to prove out their adequacy for intended use, the Contractor shall certify prior to contract completion, that to the best of his knowledge and belief all such data are complete and conform to the data requirements of this contract. Failure of related data, made under the terms of this contract, to meet the requirements thereof shall be cause for rejection as unacceptable. Prior to final acceptance of the drawings and related data by the Government, the Contractor shall submit evidence that drawings and related data rejected as unacceptable have been corrected. Notwithstanding such final acceptance, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, data deficiencies (i) at any time during the performance of this contract, and (ii) for a period of three (3) years thereafter, in accordance with Special Provision H.19 of the basic ordering agreement entitled WARRANTY OF DATA.

H.4 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

H.4.1 In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty free entry for all qualifying country supplies (end products and components) all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following foreign nonqualifying country components, are accorded duty-free entry:

Part Number	Description	Vendor
01) 12369774-F	Turrent Ring Forging	Canadian Forgings Inc.
02) 12369775-F	Turrent Ring Forging	Canadian Forgings Inc.
03) 12369776-F	Turrent Ring Forging	Canadian Forgings Inc.
04) 12369777-F	Turrent Ring Forging	Canadian Forgings Inc.
05) 12369778-F	Intake Grill Forging	Canadian Forgings Inc.
06) 12334321-F	Shield Field Forging	Canadian Forgings Inc.
07) 12295295-F	Bracket Forging	Canadian Forgings Inc.
08) 12369308	Shock Absorber	General Kinetics Engineering Corp.
09) 12359649	Plain Bearing	General Kinetics Engineering Corp.
10) M5506622	Steel Armor Plate	Stelco
11) M5323572	Steel Armor Plate	Stelco
12) M5504740	Steel Armor Plate	Stelco
13) 12367362-S	Mount Hinge Support	Vestshell Inc.
14) 12385234-3S1	Hinge Support	Vestshell Inc.
15) 12385234-4S1	Hinge Support	Vestshell Inc.
16) 9380346-14C	Lug Sight Arm Inv	Vestshell Inc.
17) 12307272-C	Hinge Com Casting	Vestshell Inc.
18) 12359272-C	Control Rod Plate	Vestshell Inc.
19) 254772-1	Bracket	Vestshell Inc.
20) 12307410-C	Bracket Casting	Vestshell Inc.
21) 12359290-C	Bracket Casting	Cabiran C/O Mistral
22) 12297231-C	Bracket Casting	Cabiran C/O Mistral
23) 12359291-C	Eye Bracket Casting	Cabiran C/O Mistral
24) 12294495-C	Casting Support	Cabiran C/O Mistral
25) 12298207-2	Retainer Tie Down	Cabiran C/O Mistral
26) 12294396-C	Casting Coupling	Cabiran C/O Mistral

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27)	12294397-C	Output Casting Coupling	Cabiran C/O Mistral
28)	12466033-3	Color Flat Panel Display	General Dynamics Canada
29)	3227398-0001	BIOC Display Kit	Raythen Electronic Systems (Supplier Brimar Ltd, U.K.)
30)	12350934-F	Forging, Cover	Canada Forgings Inc.
31)	264X13031X5000	Bearing, Roller	SKF USA
32)	12297950	Bearing, Pair	SKF USA
33)	12308476	Journal Assembly	Dana Corporation
34)	05-2-3443	Spider and Bearing	Dana Corporation
35)	303824-701	Conn Interface CCA	General Dynamics Canada
36)	304012-701	Display Head Ass'y	General Dynamics Canada
37)	304038-701	Display Video	General Dynamics Canada
38)	256881-703	Power Supply	General Dymanics Canada
39)	12350934-F	Forging, Cover	Canada Forgings

H.5 GOVERNMENT RIGHT TO FURNISH PROPERTY, MATERIAL, AND/OR EQUIPMENT and SHIPMENT

H.5.1 The Government shall furnish in a timely manner the items listed in Attachment 1 of this contract to support build of vehicles. The Government reserves the right to bulk deliver the items to the Contractor. Bulk delivery must occur more than 120 days in advance of the vehicle build schedule. The Contractor is responsible for notifying the Government of any changes in build schedules.

H.5.2 In addition to the Government furnished property, material and/or equipment described in Attachment 1 of this contract, the Government reserves the right to furnish to the Contractor other items of Government property, material and/or equipment or to increase the quantities specified in Attachment 1.

H.5.3 The contractor shall promptly take such action as the Contracting Officer may direct with respect to such additional property, material and/or equipment. In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the contract price and/or delivery schedule or performance dates in accordance with the procedures provided for in the "Changes" clause of this contract. The contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty (30) days following the Contracting Officer's notice of change. Failure to agree to an equitable adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause.

H.5.4 All property furnished pursuant to this paragraph shall be subject to the provisions of the "Government Property" clause of this contract.

H.6 USE OF GOVERNMENT PROPERTY AND FACILITIES

H.6.1 The Contractor based this contract price on rent-free use of property and facilities that were initially made available under other contracts (see below). The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government property accountable under those contracts is approved.

CONTRACT	CONTRACTOR	PROGRAM
a) DAAE07-95-C-X030	United Defense	System Technical Support
b) DAAE07-00-C-M002	United Defense	BFV Remanufacture
c) DAAE07-01-C-M011	United Defense	BFV STS
d) DAAE07-01-C-M016	United Defense	BFV Remanufacture
e) DAAE07-01-G-M002	United Defense	BFV Remanufacture

H.7 SECURITY REQUIREMENTS

H.7.1 Contract Security Classification Specification DD Form 254, Attachment 3, is applicable to performance under this contract.

H.8 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

H.8.1 The Department of Defense Activity Address Code (DODAAC) for use under this contract is CK004M.

H.9 MAKE-OR-BUY PROGRAMS IN ACCORDANCE WITH SUBPART 15.4 OF THE FAR

H.9.1 The Contractor operates in accordance with a make or buy procedure ("United Defense Production Documentation Department Operating Procedure-PD-20, Revision B") that determines which items are to be purchased from outside suppliers for use in a product. The procedure is applicable to all Government production programs/contracts, including this contract. As such, no specific make-or-buy plan will be submitted for this contract. The contractor shall perform to its established procedure, hereafter referred to as the "program." The program (procedure) has been reviewed by the Government. It is considered an acceptable process for determining make or buy items.

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H.9.2 If the contractor desires to change its make or buy program or items under the contract, it shall review the requirements of FAR 52.215-9 of this contract entitled "Changes or Additions to Make or Buy Program" to determine if notification to the Government and/or contract adjustment is required.

H.9.3 The contractor shall submit and negotiate changes from BUY to MAKE for those items over \$500,000 in each program year. For MAKE items the contractor shall submit and negotiate changes only if the change would result in a subcontract over \$500,000 in any program year. Any short-term or temporary changes to alleviate manufacturing problems and/or delivery problems or changes specifically authorized by the Government will not be submitted or negotiated as changes to the Make or Buy Program.

H.10 TITLE TO SPECIAL TOOLING -- DEVIATION

H.10.1 In accordance with the September 16, 1999 Class Deviation -- Special Tooling, DAR tracking number 99-00012 issued by the Director, Defense Procurement, the portion of the Government Property clause for fixed price contracts FAR 52.245-2 that states that special tooling is subject to title provisions in the special tooling clause is waived. The waiver is necessary because the 1984 edition of the Special Tooling clause as contained in this contract, does not contain title provisions.

H.11 FAR PART 45 -- DEVIATION

H.11.1 In accordance with the July 13, 1999 Class Deviation from Federal Acquisition Regulation Part 45, DAR tracking number 99-00008, issued by the Director, Defense Procurement, the property record keeping and periodic physical inventory requirements for low-value property (special tooling, special test equipment, and plant equipment with an acquisition value of less than \$5,000 or less) is reduced per the deviation. Further in accordance with the deviation the contractor may defer reporting the loss, damage or destruction of low-value property until contract termination or completion.

H.12 LIMITED RIGHTS OF SUBCONTRACTORS

H.12.1 The following A3 items are provided with limited rights.

PART NUMBER	DESCRIPTION	CONTRACTOR
3227307-2	Slip Ring	Raytheon
3225889-1	Twist Caps	Raytheon
3225887-1	Elevation Motor	Raytheon
3225899-1	Azimuth Motor	Raytheon
1797511-1	FOV Motor	Raytheon
13619994	Monoblock Subassembly	DRS/Optronics
13620014	Monoblock Subassembly	DRS/Optronics
13620091	Monoblock Subassembly	DRS/Optronics
13492518-1	Monoblock Subassembly	DRS/Optronics
PR61096	VCP Card	DRS-TEM

H.13 BRADLEY PROGRAM CLOSURE

H.13.1 This contract was based on the assumption that there will be a follow-on award for BFV vehicles. The agreed upon price did not include any amount for the impact that could result from closure of the BFV program. For purposes of this clause, BFV closure means an anticipated break in the BFV production/remanufacture due to a lack of a follow-on contract. For purposes of this clause, a follow-on BFV contract is a US Government contract or an FMS contract or a Direct Foreign Sales contract.

H.13.2 A follow-on BFV award for FY06 is contemplated for second quarter CY2006 in order to avoid a production break of BFV vehicles. If there is no award of a follow-on contract that causes a break in production, the contractor shall notify the Government within 30 days of their intent to submit a proposal for equitable adjustment. The proposal shall be submitted within sixty (60) days of the notification.

H.13.3 Costs that may be considered as allowable under this clause are:

- severance and outplacement benefits
- direct labor inefficiencies due to work around and build out
- inefficiencies due to associated build out efforts, dispositioning of tooling, machines and fixtures

H.13.4 The maximum liability to the Government as a result of this clause is: \$18,800,000 or 13 Bradley A3 vehicles.

H.13.5 The Government, following negotiations and agreement on an equitable adjustment, if any, has the unilateral option to:

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- a. Increase the amount of this contract by the negotiated agreement, or
- b. An equitable adjustment separate from this contract; or
- c. Reduce the contract by up to thirteen BFV A3 vehicles for FY05, or
- d. A combination of the above.

H.14 UID. The contractor is required to apply a UID to the vehicle system delivered under CLINs 0001AA, 0002AA, 0003AA, 0004AA and 0005AA in accordance with the DFARS clause at 252.211-7003. For this contract, the application of the UID to vehicle down parts or spares is not required.

H.15 DOWNWARD ONLY PRICE ADJUSTMENT

H.15.1 The prices for the Red River Army Depot material and labor listed below are based on Not To Exceed (NTE) subcontractor pricing with Red River Army Depot.

H.15.2 The NTE subcontractor prices for 450 A3 vehicles are set forth below:

<u>Item</u>	<u>NTE Price</u>
Miscellaneous Parts	\$9,235,722
Guns	3,001,804
Teardown	6,642,121
Inspection	137,203
FSR	646,705
Total:	\$19,663,555

H.15.2.1 The Contract prices for the items referenced in H.15.2 shall be adjusted to reflect any reduction negotiated to the NTE subcontract price. The difference between the reduction in the NTE subcontract price and the respective final negotiated subcontract prices shall be subtracted from the appropriate vehicle prices in the prime contract.

H.15.2.2 The Contractor shall submit a proposal for a downward adjustment of the aforementioned interim subcontract prices within 90 days after award of Modification 01. A bilateral modification shall be executed incorporating the impact of any price reduction into the appropriate areas of the Contract. The Government shall reimburse the Contractor the costs and fee for fact finding, negotiating and definitizing the subcontractor proposals assigned with H.15.2 and the total settlement amount will be less than the ceiling amount.

H.15.3 If agreements on definitive subcontract prices are not reached between the Contractor and the subcontractor, or if the Contractor and the Government do not reach an agreement on final prices to replace the above NTE subcontract prices within 90 days of award of Modification 01 or such other period as may be agreed to by the Contracting Officer, the Contracting Officer has the right to determine a reasonable final price for the above described subcontract for the purpose of determining the final adjustment due under this special provision is subject to appeal by the Contractor, pursuant to the clause of the Basic Ordering Agreement entitled "Disputes".

*** END OF NARRATIVE H0001 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	GOVERNMENT FURNISHED PROPERTY	29-MAR-2005		

GOVERNMENT FURNISHED PROPERTY
FOR 225 M2A3 VEHICLES
(CLINs 0001AA, 0002AA, 0003AA)

<u>Nomenclature</u>	<u>Part Number</u>	<u>Qty for 225 M2A3</u>
Roadwheels BFV	12358464-R-GFM	5400
Track Assy BFV Left, 82 Pads	12359466-3GFM	255
Track Assy BFV Right, 84 Pads	12359466-4GFM	255
15 Degree Periscope	12357908-GFM	1350
20 Degree Periscope	12357909-GFM	450
M17 Periscope	12357918-GFM	2025
M27 Periscope	12357792-GFM	225
Back-up Sight	9380400-GFM	225
Comp Cyl FM-200	12462990-GFM	225
Fire Extinguisher	12293184-GFM-R	450
Heater Vehicular	2540-01-396-2826	225
Heater, Water, MRE	7310-01-387-1305-GFM	225
25mm Barrels/Ehanced (fluted) barrels	12524520	225
Intertial Navigation Unit	12484747	225
DRS eV4 (Applique) CPU	881292-3	225
EPLRs Elec Installation Kit	MK-2520A/VSQ-1	225
SINCGARS IK	MK-2394/VSQ	225
DAGR Installation Mounting Bracket	987-50006-001	225
VIS M2, AN/VIC-3(V)9	A3206428	225
Block I B Kit	A3271810-1	450

GOVERNMENT FURNISHED PROPERTY
FOR 156 M3A3 VEHICLES
(CLIN 0004AA)

<u>Nomenclature</u>	<u>Part Number</u>	<u>Qty for 156 M3A3</u>
Roadwheels BFV	12358464-R-GFM	3744
Track Assy BFV Left, 82 Pads	12359466-3GFM	156
Track Assy BFV Right, 84 Pads	12359466-4GFM	156
15 Degree Periscope	12357908-GFM	0
20 Degree Periscope	12357909-GFM	312
M17 Periscope	12357918-GFM	1404
M27 Periscope	12357792-GFM	156
Back-up Sight	9380400-GFM	156
Comp Cyl FM-200	12462990-GFM	156
Fire Extinguisher	12293184-GFM-R	312
Heater Vehicular	2540-01-396-2826	156
Heater, Water, MRE	7310-01-387-1305-GFM	156
25mm Barrels/Ehanced (fluted) barrels	12524520	156
Intertial Navigation Unit	12484747	156
DRS eV4 (Applique) CPU	881292-3	156
EPLRs Elec Installation Kit	MK-2520A/VSQ-1	156
SINCGARS IK	MK-2394/VSQ	156
DAGR Installation Mounting Bracket	987-50006-001	156
VIS Installation Kit	A3206428	0
VIS M3, AN/VIC-3(V)9	A3206428-3-GFM	0
Block I B Kit	A3271810-1	312

GOVERNMENT FURNISHED PROPERTY
FOR 53 M3A3 BFIST VEHICLES
(CLIN 0005AA)

<u>Nomenclature</u>	<u>Part Number</u>	<u>Qty for 53 MA3A BFIST</u>
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Roadwheels BFV	12358464-R-GFM	1272
Track Assy BFV Left, 82 Pads	12359466-3GFM	53
Track Assy BFV Right, 84 Pads	12359466-4GFM	53
20 Degree Periscope	12357909-GFM	106
M17 Periscope	12357918-GFM	530
M27 Periscope	12357792-GFM	53
Back-up Sight	9380400-GFM	53
Comp Cyl FM-200	12462990-GFM	53
Fire Extinguisher	12293184-GFM-R	106
Heater Vehicular	2540-01-396-2826	326
Heater, Water, MRE	7310-01-387-1305-GFM	53
25mm Barrels/Ehanced (fluted) barrels	12524520	53
Intertial Navigation Unit	12484747	53
DRS eV4 (Applique) CPU	881292-3	53
EPLRs Elec Installation Kit	MK-2520A/VSQ-1	53
BFIST Dual SINGARS IK	CECOM PPL-10589	53
DAGR Installation Mounting Bracket	987-5006-001	53
BFIST VIS, AN/VIC-3(V)13	A3210709	156
Block I B Kit	A3271810-1	106
LCU Mounting Assembly	4250710-GFM	450*

* GFM added per Modification 12